

BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III

IN THE MATTER OF:

**Old Wilmington Road
Ground Water Contamination Site**

**Perry E. Phillips and
Jeanne E. Phillips,**

Respondents

Docket No. III-2001-0003-DC

Proceeding Under Section 104(e)(5)
of the Comprehensive
Environmental Response,
Compensation and Liability Act
of 1980, as amended by the
Superfund Amendments and
Reauthorization Act of 1986,
42 U.S.C. § 9604(e)(5)

ADMINISTRATIVE ORDER FOR ACCESS ON CONSENT

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ADMINISTRATIVE ORDER FOR ACCESS ON CONSENT

The parties to this Administrative Order by Consent ("Consent Order" or "Order"), Perry Phillips and Jeanne E. Phillips ("Respondents") and the United States Environmental Protection Agency ("EPA"), having agreed to the entry of this Consent Order, it is therefore Ordered, that:

I. JURISDICTION

1.1 This Consent Order is issued pursuant to the authority vested in the President of the United States by Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9604(e), ("CERCLA"), delegated to the EPA by Executive Order No. 12,580, 52 Fed. Reg. 1923 (1987), delegated to the Regional Administrators of EPA by Delegation Number 14-6, and further delegated to the Director of the Hazardous Site Cleanup Division, EPA Region III, on July 19, 1999. This Consent Order pertains to property owned by Perry E. Phillips and Jeanne E. Phillips, located at 550 Old Wilmington Road in West Caln Township, Chester County, Pennsylvania, which consists of three parcels totaling 46.3 acres, and identified as parcels 44, 45 and 83 on the Chester County Tax Assessment Office's tax parcel map. The property hereinafter will be referred to as "the Perry and Jeanne Phillips Property" or "the Property," and is further described in paragraph 3.2 below.

1.2 The Respondents agree to undertake all actions required by the terms and conditions of this Consent Order.

1.3 The actions taken pursuant to this Consent Order shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 ("NCP"), and CERCLA.

1.4 The Respondents consent to and will not contest EPA's authority or jurisdiction to issue or to enforce this Consent Order.

II. STATEMENT OF PURPOSE

2.1 In entering into this Consent Order, the mutual objective of the parties is for EPA and/or its Authorized Representatives (as defined in paragraph 7.1 below) to obtain entry and access to the Property from Respondents in order to:

(1) determine fully the nature and extent of the contamination at the Site, as defined in paragraph 3.3, below ("Remedial Investigation" or "RI");

(2) determine the nature and extent of the threat to the public health or welfare or the

environment caused by the release or threatened release of hazardous substances, pollutants, and/or contaminants from the Site ("risk assessment" or "RA");

(3) determine and evaluate alternatives for remedial action, including conducting treatability studies, to prevent, mitigate or otherwise respond to or remedy the release or threatened release of hazardous substances, pollutants or contaminants from the Site ("Feasibility Study" or "FS"); and

(4) conduct all other investigations, monitoring, surveys, testing and other information gathering, as authorized under Section 104(b) of CERCLA, 42 U.S.C. § 9604(b), that EPA determines are necessary or appropriate to identify the existence and extent of the release or threat thereof, the source and nature of the hazardous substances, pollutants or contaminants involved, and the extent of danger to the public health or welfare or the environment.

The Respondents shall provide access to the Property to EPA and/or its Authorized Representatives (as defined in paragraph 7.1 below).

III. EPA'S FINDINGS OF FACT

3.1 Respondent Perry Phillips operated a landfill on the Property, described below, from approximately the early 1970's until the early 1990's.

3.2 The Perry and Jeanne Phillips Property, which is subject to this Order, is located at 550 Old Wilmington Road, in West Caln Township, Pennsylvania. The Property consists of three parcels, identified as parcels 44, 45 and 83 on the Chester County Tax Assessment Office's tax parcel map, which together total 46.3 acres. Parcel 44 and Parcel 45 adjoin and are bordered by Parkesburg Road to the northeast. Parcel 44 consists of a partially cleared wooded lot. Parcel 45 includes a mobile home park with approximately 60 residents, a landfill, a junkyard and a sewage disposal pit, all owned by Respondents. Parcel 83, which is bordered by Old Wilmington Road to the North and Parkesburg Road to the southwest, includes the Respondents' residence and a junkyard. A copy of the tax parcel map and the deeds to the Property are attached as Exhibit 1.

3.3 The Old Wilmington Road Ground Water Contamination Site (the "Site") consists of a plume of contaminated ground water located in the vicinity of Old Wilmington Road in West Caln Township, Chester County, PA. The Site includes the Property and extends generally south and east beyond the Roger and Sheila Phillips property, located on 544 Old Wilmington Road, and the Leon and Linda Butler property, located on 545 Old Wilmington Road (copies of the deeds to Roger and Sheila Phillips's property and Leon and Linda Butler's property are attached in Exhibit 2).

3.4 The ground water contamination at the Site was discovered during a 1989 EPA inspection and sampling of residential wells in the vicinity of the Property. Sample results

revealed contamination with volatile organic compounds ("VOCs") in residential wells in and around the Property. In addition, the well which provided water to residents in the mobile home park, which is located on the Property, was found contaminated with trichloroethylene ("TCE") at levels above the maximum contaminant level. Subsequent EPA sampling events in 1992 confirmed the residential well contamination and detected tetrachloroethylene ("PCE") at levels greater than the EPA Removal Action Level. Based on results from the residential-well sampling, EPA determined that there was an immediate and significant threat to human health caused by elevated concentrations of VOCs in the drinking water supply at the Site. In 1993 and 1994, EPA conducted an Emergency Response Action to install carbon-filtration units and provide bottled water to affected residences at the Site, and to investigate the source of the contamination.

3.5 The Site was listed on the National Priorities List ("NPL"), EPA's list of the most serious, uncontrolled or abandoned hazardous waste sites, on February 4, 2000. An estimated 12,300 people living within four (4) miles of the approximate center of the Site rely on ground water resources for their potable water supply.

3.6 The major contaminants of concern at the Site are TCE and PCE. These contaminants have been found in ground water on the Property.

3.7 TCE and PCE are hazardous substances within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), because they are listed at 40 C.F.R. § 302.4.

3.8 EPA requires access to the Property, which is part of the Site, to conduct a Remedial Investigation and Feasibility Study ("RI/FS"), defined in Section 300.5 of the NCP, 40 C.F.R. § 300.5, at the Site.

3.9 During a Site visit on April 26, 2000, EPA formally requested that Respondents provide access to the Property for the RI/FS.

IV. CONCLUSIONS OF LAW

4.1 The Old Wilmington Road Ground Water Contamination Site, which includes the Property, is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), and under Section 104(e)(3)(B) of CERCLA, 42 U.S.C. § 9604(e)(B).

4.2 The Respondents are "persons" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

4.3 The Respondents are "owners" as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20).

4.4 "Hazardous substances" and/or "pollutants or contaminants" as defined in Section 101(14) and 101(33) of CERCLA, 42 U.S.C. § 9601(14) and (33), have been disposed of at the Site and currently are present there.

4.5 The presence of hazardous substances, pollutants and/or contaminants at the Site and the past, present, and/or potential migration of hazardous substances, pollutants and/or contaminants from the Site constitutes an actual and/or threatened "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

4.6 Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and Section 300.400(d) of the NCP, 40 C.F.R. § 300.400(d), authorize EPA, the State and their representatives to have access to the Property to conduct response actions.

V. DETERMINATIONS

Based on the Findings of Fact and Conclusions of Law set forth above, and the Administrative Record that supports this Order, EPA has determined that:

5.1 There is a reasonable basis to believe that there may be or has been a release or threat of a release of hazardous substances, pollutants and/or contaminants at or from the Property.

5.2 Access to the Property is needed for EPA and/or its Representatives (as defined in paragraph 7.1 below) in order for EPA to determine the need for response or choose or take any response action under CERCLA, or otherwise enforce the provisions of CERCLA.

5.3 The actions required by this Consent Order are necessary to protect the public health and welfare and the environment.

5.4 EPA has provided the Property owner notice and opportunity for consultation regarding access as is reasonably appropriate under the circumstances.

VI. PARTIES BOUND

6.1 This Consent Order shall apply to and be binding upon Respondents and EPA, their agents, successors, and assigns and upon all persons, contractors and consultants acting under or for either the Respondents, or EPA or any combination thereof. No change in ownership or corporate or partnership status relating to the Property will in any way alter the status of the Respondents or their responsibilities under this Consent Order.

6.2 In the event of any change in ownership or control of the Property, Respondents shall notify the EPA in writing at least thirty (30) days in advance of such change and shall provide a copy of this Consent Order to the transferee in interest of the Property, prior to any agreement for

transfer.

6.3 Respondents certify that they are fully authorized to enter into, execute and be legally bound by the terms of this Consent Order.

VII. ACCESS TO BE PROVIDED

7.1 Respondents shall provide to EPA, its officers, employees, agents, consultants, and contractors, those acting under orders with EPA and those acting under authorization from the EPA ("EPA and/or its Representatives"), ingress and egress to and from all portions of the Property at reasonable times for a period of three (3) years from the effective date of this Order for the purpose of conducting response actions as described in Section II (Statement of Purpose) above.

7.2 Respondents shall provide to EPA and/or its Representatives the use of and control over all portions of the Property for all of the purposes deemed necessary by the EPA for the implementation of response actions as described in Section II (Statement of Purpose) above. EPA intends to coordinate its activities with Respondent in an effort to minimize disruption to Respondent's ongoing business.

7.3 Respondents agree not to interfere with the activities of EPA and/or its Representatives on the Property during the conduct of the response actions described in Section II (Statement of Purpose) above. Any such interference shall be deemed a violation of this Order.

7.4 Respondents agree not to interfere with the operation, alter or disturb the integrity, of any structures or devices now or hereafter built, installed or otherwise placed by EPA and/or its Representatives on the Property, nor shall Respondents knowingly permit others to do so. Any such interference shall be deemed a violation of this Order.

7.5 Respondents agree that all tools, equipment, and other property taken onto or placed upon the Property by EPA and/or its Representatives shall remain the property of EPA and/or its Representatives.

7.6 Respondents shall permit EPA and/or its Representatives to store in, on, or under the Property, all materials generated from and/or related to the RI/FS activities described in Section II (Statement of Purpose), including contaminated and non-contaminated materials, equipment, and supplies as deemed reasonably necessary by EPA for work at the Site.

7.7 If at any time following the effective date of this Order the Respondents become aware that the Property is disturbed or adversely affected by persons other than EPA and/or its Representatives, Respondents shall immediately notify EPA's Project Coordinator designated in Section VIII below.

7.8 Respondents agree that any deed or other conveyance of any interest regarding the Property, as described in paragraph 3.2 above, made by the Respondents shall contain a clause or covenant that specifically provides for continued access as set forth in this Order.

7.9 Respondents shall file a copy of this Consent Order with the deed to the Property with the Recorder of Deeds of Chester County, Pennsylvania no later than ten (10) days from the effective date of this Order.

7.10 Respondents agree not to assert that any of the terms of this Order or any of the actions taken under this Order shall constitute a "taking" of their property without just compensation.

7.11 Notwithstanding any provision of this Consent Order, EPA retains all of its access and information-gathering authorities and rights under CERCLA and any other applicable statute or regulation.

7.12 Respondents shall permit EPA and/or its Representatives to construct, operate, and maintain structures and facilities above and/or below ground on the Property for the storage, containment, treatment and/or disposal of the hazardous substances found at the Site.

7.13 Respondents shall permit EPA and/or its Representatives to clear all portions of the Property, including, but not limited to, the felling of trees, and the removal of surface structures, including automobiles, tanks, and tank trucks; to remove fill and soil from the Property; to bring clean fill and soil onto the Property; to monitor and/or sample soil, wastes, sediment, air and water at the Property; to remove contaminated materials found on the Property; and to perform such activities that are reasonably deemed necessary by EPA to implement response actions at the Site.

7.14 Respondents shall permit EPA and/or its Representatives to post warning signs that relate to the response action at the Property.

7.15 Respondents shall permit EPA and/or its Representatives to drill borings, perform excavations and install monitoring wells at the Property.

VIII. EPA PROJECT COORDINATOR

8.1 The Project Coordinator for EPA is:

Jerry Hoover
Remedial Project Manager
U.S. Environmental Protection Agency Region III (3HS21)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2077

8.2 EPA shall have the ability to change its Project Coordinator at any time without prior notice to Respondents. EPA's intent is to notify the Respondents as soon as practicable following any such change of its Project Coordinator.

8.3 The absence of the EPA Project Coordinator from the Property shall not be cause for the stoppage or delay of the actions required by Section VII above, except when such stoppage or delay specifically is required by EPA.

IX. RESERVATION OF RIGHTS

9.1 Except as expressly provided in this Consent Order, (1) each party reserves all rights, claims, interests and defenses it may have, and (2) nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Consent Order, including the right to seek injunctive relief, and the imposition of statutory penalties. Further, nothing herein shall preclude EPA from exercising its access rights as provided by Section 104(e) of CERCLA, 42 U.S.C. § 9604(e).

9.2 Nothing in this Consent Order shall limit the authority of the Remedial Project Manager as outlined in the NCP and CERCLA.

X. OTHER CLAIMS

10.1 Nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation not bound by this Consent Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Property.

10.2 This Consent Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2).

10.3 Nothing herein shall constitute or be construed as a satisfaction or release from liability of Respondents or any other persons.

XI. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

11.1 The effective date of this Consent Order shall be seven (7) days from the date on which it is signed by EPA.

11.2 This Consent Order may be amended by mutual agreement of EPA and the Respondents. Such amendments shall be in writing and shall have as their effective date seven (7) days after the date on which they are signed by EPA.

XII. LIABILITY OF THE UNITED STATES GOVERNMENT

12.1 Neither the United States Government nor any agency thereof shall be liable for any injuries or damages to persons or property resulting from acts or omissions of Respondents, or of their employees, agents, servants, receivers, successors, or assigns, or of any persons, including, but not limited to firms, corporations, subsidiaries, contractors, or consultants, in carrying out activities, including, but not limited to, obligations pursuant to this Consent Order, nor shall the United States Government or any agency thereof be held out as a party to any contract entered into by Respondents in carrying out activities, including but not limited to obligations pursuant to this Consent Order. The actions undertaken by this Order are necessary to mitigate a real and substantial threat to the environment and are necessary to protect public health and safety. The burden imposed on the property is the minimum necessary to respond to the health and safety threat posed by that property as a result of the real and/or threatened contamination thereon.

XIII . CALCULATION OF TIME

13.1 Any reference to "days" in this Consent order shall mean calendar days, unless otherwise specifically provided therein.

XIV. TERMINATION AND SATISFACTION

14.1 The Respondents' obligations to EPA under this Consent Order shall terminate and be deemed satisfied upon the Respondents' receipt of written notice from EPA that the Respondents have demonstrated, to the satisfaction of EPA, that all the terms of this Consent Order have been satisfactorily completed. EPA shall have the option to renew the terms of this Consent Order for a period of up to three (3) years beyond the three (3) years provided in paragraph 7.1, above. EPA may exercise the option provided in this Paragraph by written notice to the Respondents.

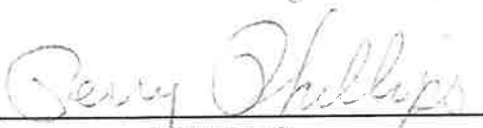
XV. PENALTIES FOR NONCOMPLIANCE

15.1 Respondents are hereby advised that, pursuant to Section 104(e)(5) of CERCLA, 42 U.S.C. § 9604(e)(5), as modified by the Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat.1321, and the Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19, a court may assess civil penalties of up to \$27,500 per day for each day that the Respondents unreasonably fail to comply with this Order or any part thereof.

XVI. ADMINISTRATIVE RECORD

16.1 The Administrative Record supporting this Order is available for inspection at the EPA Region III office in Philadelphia, Pennsylvania. Respondents may arrange to review the record by contacting the EPA Project Coordinator designated pursuant to Section VIII of this Consent Order.

FOR THE RESPONDENTS:

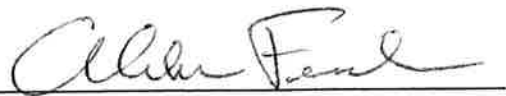
BY: 
PERRY E. PHILLIPS

DATE: 12/14/00

BY: 
JEANNE E. PHILLIPS

DATE: 12/15/00

FOR THE EPA:

BY: 
ABRAHAM FERDAS, DIRECTOR
REGION III
HAZARDOUS SITE CLEANUP DIVISION

DATE: 12/14/00

This Deed, made this Twentieth -- day of May 1969

Between, SIDNEY F. ABBS of Sadsbury Township, Chester County, Pennsylvania, a Widower,

(hereinafter called the "Grantor")

of the one part, and PERRY E. PHILLIPS and JEANNE E. PHILLIPS, his wife, of Honeybrook, Chester County, Penna. (hereinafter called the "Grantee"), of the other part

Witnesseth. That in consideration of SIX THOUSAND FIVE HUNDRED (\$6,500.00) Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said Grantor do hereby grant and convey unto the said Grantee & their heirs and assigns as tenants by entireties

TRACT #1

ALL THAT CERTAIN message and tract of land situate in the Township of West Cain and Sadsbury, Chester County, Pennsylvania, bounded and described as follows:

BEGINNING at a corner of lands now or late of Richard Strode and extending thence by land now or late of Adam Ranck North seventy-five degrees East (N. 75° E.) sixty and sixty-four one-hundredths (60.64) perches to a stone; thence by land now or late of John Middleton North nineteen and one-fourth degrees East (N. 19-1/4° E.) twenty-eight (28) perches to a stone; thence North eighty-three degrees East (N. 83° E.) twenty-one and forty-eight one-hundredths (21.48) perches to a stone; thence South five degrees East (S. 5° E.) eleven and eight tenths (11.8) perches; thence South seventy-seven degrees West (S. 77° W.) one (1) perch; thence South five degrees East (S. 5° E.) eight and thirty-six one-hundredths (8.36) perches to a stone; thence by land now or late of Ada Ranck North seventy-five degrees East (N. 75° E.) twenty-four and sixteen one-hundredths (24.16) perches to a post; thence by land now or late of Jane Middleton North ten degrees West (N. 10° W.) sixteen and fifty-two one-hundredths (16.52) perches to a post; thence North eighty-two and one-half degrees East (N. 82-1/2° E.) eighteen and thirty-two one-hundredths (18.32) perches to a post; thence by land now or late of J. F. Shoemaker North four and one-half degrees West (N. 4-1/2° W.) thirteen and six tenths (13.6) perches to a post; thence by land now or late of Alban Yearsley South eighty-three degrees West (S. 83° W.) sixty and four tenths (60.4) perches to a stone; thence North two and one-half degrees West (N. 2-1/2° W.) thirteen and four tenths (13.4) perches to a post; thence South eighty-three degrees West (S. 83° W.) twenty-four and forty-eight one-hundredths (24.48) perches to a stone by land now or late of Elizabeth Firth; and South twenty-nine and one-half degrees West (S. 29-1/2° W.) seventy-five and two tenths (75.2) perches by land now or late of Richard Strode to the place of beginning.

CONTAINING twenty-three acres one hundred three perches of land be the same more or less.

TRACT #2

ALL THAT CERTAIN tract of land situate in West Cain Township, Chester County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone a corner of land now or late of Joseph Shoemaker; thence by the same South one and three-fourths degrees East (S. 1-3/4° E.) thirteen and five tenths (13.5) perches to a stone for a corner of land now or late of John Kendig; thence by the same South eighty-



NOTARY PUBLIC
FIDELITY & SURETY CO.

J. B. Phillips

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six degrees West (S. 86° W.) sixty (60) perches to a stone in a line of land now or late of James Russell; thence by the same North one-three fourths degrees West (N. 1-3/4° W.) thirteen and five tenths (13.5) perches to a stone; thence North eighty-six degrees East (N. 86° E.) sixty (60) perches to the place of beginning.

CONTAINING five acres five perches of land, be the same more or less.

BEING the same premises which REGINA S. BLUETT, a widow, by her deed dated December 29, 1961 and duly recorded in the Office of the Recorder of Deeds in Deed Book U-33 Page 10 granted and conveyed unto SIDNEY F. ABBS and ANNA L. ABBS, his wife. And the said Anna L. Abbs died on November 4, 1966 whereupon title became vested in the said Sidney F. Abbs by his right of survivorship.

~~EXCEPTING THEREFROM AND THEREOUT. ALL THAT CERTAIN piece of ground situated entirely within the Township of Sadsbury and containing one and six eighths (1.6) acres more or less which the Tax Claim Bureau of Chester County by its deed dated September 9, 1968 and duly recorded in the Office of the Recorder of Deeds of Chester County on March 3, 1969 in Deed Book G 38 Page 29 granted and conveyed unto THOMAS SWIFT.~~

And the said Grantor do hereby covenant to and with the said Grantee that he, the said Grantee, his heirs and assigns SHALL and WILL by these presents

Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him, her, them or any of them.

IN WITNESS WHEREOF, the said Grantor has signed these presents to be duly executed, the day and year first above written.

SEALED AND DELIVERED

In the Presence of

Thomas H. Lighter

Sidney F. Abbs



State of Pennsylvania
On this 20th day of May
undersigned officer, personally appeared

County of Chester
Sidney F. Abbs

Chester

1969, before me, the

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Notary Public in and for the State of Pennsylvania

My Commission Expires July 6, 1971

GORDON & GORDON
ATTORNEYS-AT-LAW
COATESVILLE, PA.

13542

Deed

SIDNEY F. ABBS,
a widower

TO

PERRY J. PHILLIPS
and JEANNE E. PHILLIPS,
his wife

69. W 46 6 12 W 4

The address of the Grantee is
Sadsbury Township,
Chester Co. Pa.
Grantee: West Caln
and Sadsbury Townships

U 38 608

RECORDED in Deed Book U-38 page 607
GIVEN under my hand and the seal of the said
office, this 20th day of May, 1969.

Recorder of Deeds

704-

RECORDED OF DEEDS
CHESTER CO. PA.

JUN 23 1 03 PM '70

This Indenture, Made the

18th day of June one thousand nine hundred and seventy. In the year of our Lord

Between THE NATIONAL BANK OF CHESTER VALLEY, Guardian of the Estates of Joseph D. Shoemaker and Mabel M. Shoemaker, Incompetents, (hereinafter called the "Grantor") of the one part, and

PERRY E. PHILLIPS and JEANNE E. PHILLIPS, husband and wife, (hereinafter called the "Grantees",

of the other part, Witnesseth, That the said Grantor for and in consideration of the sum of Seventeen thousand Dollars lawful money of the United States of America, unto it well and truly paid by the said Grantees at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents

does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantees, their heirs and assigns, as tenants by the entireties,

ALL THAT CERTAIN tract of land, together with the improvements thereon erected, situate in the Township of West Cain, County of Chester and State of Pennsylvania, bounded and described according to a new description made by Edgar Laub, Registered Surveyor, dated May 28, 1970, as follows:

BEGINNING at the Northeast corner thereof at a stake on the East side of the Wilmington Road; thence by said road South forty-eight degrees fourteen minutes East, three hundred ninety-one and forty-seven one-hundredths feet to a point; thence by a twenty foot right-of-way granted to Raymond C. Klinovaki the following three courses and distances: (1) South fifty-five degrees West, six hundred fifty-six and ninety-seven one-hundredths feet; thence (2) South seventy-three degrees forty minutes West, one hundred fifty-four and sixty-five one-hundredths feet; thence (3) South thirty-three degrees thirty-six minutes thirty seconds East, twenty and ninety-four one-hundredths feet to a point in line of lands of Adam Swidart; thence by Adam

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Swidart's land South seventy-three degrees forty minutes West, two hundred sixty-one and thirty-five one-hundredths feet to a stone in line of land of John Kendig and David Strode; thence by said land of John Kendig and David Strode, North one degree fifty-three minutes West, three hundred sixty-four one-hundredths feet to a stake, and corner of lands of Carl Rodeffer thence by said land of Carl Rodeffer, North fifty-three degrees forty-six minutes East, (passing over a stake on the West side of the Wilmington Road) seven hundred ninety-seven and ninety-five one-hundredths feet to the point of beginning. _____

CONTAINING 7.629 acres of land, be the same more or less. _____

BEING a part of the same premises which Mary M. Shoemaker, a widow, by her deed dated March 19, 1925, and recorded in the Office for Recording of Deeds in and for Chester County, Pa., in Deed Book O-16, Vol. 386, page 200, granted and conveyed unto Joseph D. Shoemaker and Mabel M. Shoemaker, husband and wife.

By Decrees of the Orphans' Court of Chester County, Pennsylvania dated March 18, 1970, the said Joseph D. Shoemaker and Mabel M. Shoemaker were declared incompetent and The National Bank of Chester Valley appointed Guardian of their estates. By further Decree of said Court dated May 18, 1970, leave was granted to the guardian to sell the aforesaid property at public sale. _____

Together with all and singular
ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whoso-
ever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents,
issues and profits thereof; and all the estate, right, title, interest, prerogative, claim and demand
whosoever of

or otherwise whatsoever, of, in, and to the same and every part thereof. In law, equity,

To have and to hold the said

hereditaments and premises hereby granted, or mentioned and
intended so to be, with the appurtenances, unto the said
Grantees, their heirs

and assigns to and for the only proper use and
behalf of the said Grantees, their heirs
and assigns forever

And the said Grantor for itself, its Successors and Assigns, does

covenant, promise and agree, to and with the said Grantees, their heirs
and assigns, by these presents, that — it — the said
Grantor has

not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter
or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may
be impeached, charged or incumbered, in title, charge, estate, or otherwise whatsoever.

In Witness Whereof, the said Grantor has caused these presents
to be duly executed, the day and year first above written.

SEALED AND DELIVERED

IN THE PRESENCE OF
[Signature]
[Signature]

THE NATIONAL BANK OF CHESTER VALLEY,
Guardian of the Estates of
Joseph D. Shoemaker and
Mabel M. Shoemaker

By *[Signature]*
President

Attest: *[Signature]*
Cashier

THIS INSTRUMENT IS FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE COURT OF CHESTER COUNTY, PENNSYLVANIA, THIS 11TH DAY OF MARCH, 1911.

On this, the _____ day of _____, 19____, before me
the undersigned officer, personally appeared

of _____, State
known to me (or satisfactorily proven) to be the person described in the
foregoing instrument, and acknowledge that he executed the same in the capacity therein stated
and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.
PAID \$ 170.00

Jose B. Guff

Dep. Com.
On this, the 16th day of June 1970, before me the subscriber,
the undersigned officer, personally appeared Ivan S. Morris, Jr.,
of The National Bank of Chester Valley, who acknowledged himself (herself) to be the President
being authorized to do so, executed the foregoing instrument for the purposes therein
contained by signing the name of the corporation by himself (herself) President

In Witness Whereof, I hereunto set my hand and official seal.



Handwritten signature of Notary Public
Notary Public, State of Pennsylvania, Chester, Co. Pa.
The address of the subscriber is R. D. # 2, Honey Brook, Pa.

Handwritten signature of Ombudsman
Ombudsman of the Comptroller

DEED

THE NATIONAL BANK OF
CHESTER VALLEY,
Guardian of the Estates of
Joseph D. Shoemaker and
Mabel M. Shoemaker

to

PERRY E. PHILLIPS,
ET UX

John C. Clark Company, Philadelphia 371A

LAW OFFICES
LOUIS APPELBAUM
MILTON APPELBAUM
ATLANTA, GA.

Recorded In the office for the recording of deeds in and for Ches Co.

In Deed Book K-39 No. page 703

Witness my hand and seal of Office this

day of

Anno Domini 19

K 39 706